

LOCAL



NEWS

Local 2199

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University Council - American Federation of Teachers

The Union for Lecturers, Librarians, Academic Researchers, and Senate Faculty

As the World Turns: A Union History

If you came to teach at U.C. Santa Cruz in the last five years or so, you may wonder where this union that represents you came from, why it is worth your time, trouble and money. The full history would be like a cross between a 19th Century Russian novel and a soap opera, something like "Days of Our Jobs," full of tangled plots and obscure characters. Instead, this brief working myth may be useful.

In the beginning there was an American Federation of Teachers (AFT) local at U.C. Santa Cruz, a group of mostly Senate faculty. But faculty were not allowed to bargain collectively until 1978, when the Higher Education Employer-Employee Relations Act (HEERA) was passed. HEERA established the structure that now prevails, under which Senate faculty must negotiate by campus, and all other groups negotiate systemwide.

In order for unions to have legal authority to negotiate with the university, a representation election must be held. In the election, the Senate faculty chose a group called the Faculty Association, rather than the AFT, which went on to negotiate a contract for Senate faculty at UCSC. At about the same time, Non-Senate faculty (lecturers, field study coordinators, etc.) and librarians began to filter into the local, as well as to take an active role in shaping the AFT systemwide.

The stakes for lecturers were particularly high. Under university policy, lecturers had only been allowed to teach for eight years at over 50% time. Suddenly in 1982, the university lowered that limit to four years--a policy known as "the four-year rule." Union lecturers at Santa Cruz led the legal challenge to that change--and won.

In 1982 and 1983, elections were held in the Non-Senate faculty and library unions, both of which the AFT won. Both groups went on to bargain contracts, a process which for the lecturers took 27 months. A key sticking point was the four-year rule, which the university wanted to reinstate through the bargaining process. The four-year rule was code for a vision of lecturers as essentially temporary--"visiting" employees who would find their true home elsewhere.

Thus, the central accomplishment of that contract is that it establishes a process for the review and retention of excellent teachers, without arbitrary limits on their terms of service. Though the contract was and is incomplete and provisional (as are, perhaps, all foundational texts), it establishes that lecturers are continuing faculty when there is a continuing need for them.

The first such contract to cover Non-Senate faculty as a separate group, it provides for merit reviews, establishes access to medical leaves, and links salary and benefits to those of the Senate faculty. Most importantly, it sets up a process for everything--from layoffs to grievances--limiting the university's opportunities for capricious actions. Its flaws (as is also most often the case) reflect the power dynamics of the negotiating process, in which one side had apparently limitless time and resources. The other side consisted of a team of five lecturers, trying to stop a freight train with pennies on the tracks.

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This power relation is written into HEERA, which allows the university to impose its "last best" offer on the union whenever negotiations reach impasse. For the first two years of bargaining, the university's last best offer was the four-year rule.

From the Non-Senate contract, signed in 1986, followed many begats: the university violated key provisions in an effort to get back what it had lost through the bargaining. Until very recently, the union's efforts on behalf of lecturers were devoted to preserving the contract by way of legal challenges to those violations. Any contract derives its meaning from practice and interpretation, work that is ongoing.

The contract is re-opened regularly, a process through which each side tries to maintain its gains and address problems that emerge. We have been successful in at least the first project. In the most recent reopener negotiation, both sides agreed to leave the contract as is until May 1, 1996. In the interim, the university appears to be focused on stabilizing its budgetary situation, and the union on solidifying its organization...as the world turns.

--Roz Spafford

(Sharman Murphy contributed to this report.)

Local News and Musings

-The Humanities Division office is setting up interviews for faculty and students who wish to speak to members of an External Review Committee for the Spanish for Spanish Speakers Program. Students are invited to come to a reception on Thursday, March 3, from 4-5:30 pm at the Stevenson Fireside Lounge. Faculty members may call Cheryl Ridgway, X2242, to set up an interview. Both students and faculty may write a letter on behalf of the Program and send it to Coordinator Elba R. Sanchez who is compiling a supplementary folder with letters of support for the SPSS Program. If you have any questions, please call Elba at X4011 or X2813 (messages).

-Union members may have noted with sardonic interest the news that former associate vice-chancellor of Campus Facilities Shawn Choudhuri was given the equivalent of a year's salary in addition to receiving \$500 a month to cover health benefits, for up to one year. UCSC officials defended the \$100,000 settlement as better than risking litigation.

-More sardonicus comes from last month's UC regents' approval of a \$181,000 sabbatical leave to departing UC Davis Chancellor Theodor Hullar. Still feeling generous, the regents granted "merit increases" ranging from \$1500-\$6500 for 27 top administrators, as well as salary increases for four

administrators at the Berkeley and Santa Barbara campuses ranging from \$9,500 to \$13,000. All but one of the administrators earn more than \$100,000 a year. In defending the raises, UC Vice President Walter Massey claimed that "as a general category, salaries at the university are 12% behind those at comparable institutions." Massey went on to warn, "If that continues over a long period of time, that will affect the quality of the University of California." Union members are thus forewarned.

Presumably unrelated, the board approved a fee increase of \$620, raising undergraduate fees to an average of \$4,347 at UC's nine campuses.

-The CCDU (formerly CCOBAL) meets next on February 28 at noon at the Student Center, above Togo's. Possible agenda topics include discussion of UPTE's current organizing progress and lobbying efforts in Sacramento this spring. Bring your concerns.

-All are invited to a gathering celebrating the publishing of Dana Frank's new book, *Purchasing Power*, telling of the rise and fall of Seattle's labor movement and consumer organizing in 1919-1920. Join AFT and American Studies in hosting this event on Thursday, March 3 in the Kresge Commuter Lounge from 5:30 to 7 pm.

UC-AFT Local 2199

UC Santa Cruz Collective

Questions? Concerns? Suggestions?

Please feel free to call us.

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Mary Kay Martin, UC Writing Programs Committee, Writing, Kresge.

Sharman Murphy, Co-Coordinator, Writing, Oakes.

Sarah Rabkin, Writing, College 8.

Martha Ramirez, Librarians, McHenry Library.

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